



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE: **AS-0**
001188
Amendment 2

April 28, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**SUMMER BEACH BUS SERVICE PROGRAM - ADDITIONAL ROUTE
PROPOSITION A LOCAL RETURN TRANSIT PROGRAM
SUPERVISORIAL DISTRICTS 1 AND 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve amending Contract No. 001188 with Antelope Valley Bus, Inc., a Coach USA Company (AV Bus), for operation and management of the Summer Beach Bus Service, to add an additional route to serve residents of the unincorporated County area of East Los Angeles. The total annual operating cost of the service to East Los Angeles is estimated to be \$18,000 for approximately 12 days per year of intermittent service. This agreement will be for a term of one year commencing on June 1, 2005, with one 1-year renewal option. Funds are available in the Fiscal Year 2005-06 allocation of Supervisorial District 1 Proposition A Local Return Transit funds available in the Transit Enterprise Fund administered by Public Works.
2. Delegate authority to the Acting Director of Public Works to annually expend up to 10 percent of the annual amendment sum for unforeseen, additional services within the scope of work of the agreement.
3. Delegate authority to the Acting Director of Public Works to execute the amendment (Enclosure A); to renew it for the additional renewal option, if, in the opinion of the Acting Director, renewal is warranted; or to terminate

it if, in the opinion of the Acting Director, it is in the best interest of the County to do so.

4. Delegate authority to the Acting Director of Public Works to enter into an agreement (Enclosure B) with the City of Santa Clarita beginning on June 1, 2005, and ending on May 31, 2007, which provides for the City to reimburse the County for the City's share of the annual cost of the program.
5. Delegate authority to the Acting Director of Public Works to enter into an agreement (Enclosure C) with the City of La Cañada Flintridge beginning on June 1, 2005, and ending on May 31, 2007, which provides for the City to reimburse the County for the City's share of the annual cost of the program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to amend the existing agreement with AV Bus to add East Los Angeles area to the Summer Beach Bus Service, and to enter into new agreements with the City of La Cañada Flintridge and the City of Santa Clarita to provide for their reimbursement of the cost to serve their residents.

On May 14, 2002, Synopsis No. 55, your Board authorized Public Works to execute the Summer Beach Bus Service Contract with AV Bus to provide bus service from the unincorporated County areas of the Antelope Valley, Altadena, Charter Oak, La Crescenta, and Topanga Canyon. On April 20, 2004, Synopsis No. 43, your Board authorized Public Works to amend the Contract to add the Santa Clarita Beach Bus as a new route to serve County and City residents in the Santa Clarita area.

The Summer Beach Bus Service continues to be an effective way to transport residents from unincorporated County areas of the Third and Fifth Supervisorial Districts, the City of La Cañada Flintridge, and the City of Santa Clarita to the beach for summer recreational activities. The need for the additional service to the unincorporated County area of East Los Angeles in the First Supervisorial District requires us to amend the current service contract. The program will operate on selected days of the week during the summer months starting mid-June through Labor Day.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goals of Service Excellence, Organizational Effectiveness, and Community Services. This service is provided on a part-time basis and the contractor has the expertise to complete the work which will

allow Public Works to provide this service to the public in a more cost-efficient and responsive manner. In addition, this service to the beach during the hot summer months improves the well-being of children and families in Los Angeles County by enhancing good health, emotional, and social well-being.

FISCAL IMPACT/FINANCING

The annual cost to operate the Summer Beach Bus Service in the East Los Angeles area is estimated to be \$18,000 for service cost, and \$1,800 (10 percent) for unforeseen additional services within the contract's scope of work. The East Los Angeles Summer Beach Bus Service will be financed from the First Supervisorial Districts' Proposition A Local Return Transit funds available in the Fiscal Year 2005-06 Transit Enterprise Fund administered by Public Works for the term of the contract. There will be no impact on net County cost.

The Los Angeles County Metropolitan Transportation authority has approved this program as eligible for Proposition A Local Return Transit funding.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Acting Director executing the amendment and agreements, which are substantially reflected in the Enclosures, the Contractor (AV Bus), and the Cities of Santa Clarita and La Cañada Flintridge will sign and County Counsel will approve them as to form.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from the CEQA as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

Contract No. 001188 was entered into through a competitive bidding process and was awarded to the lowest cost and most responsive bidder. This amendment was directly negotiated with the contractor and is consistent with the terms and conditions of the original Contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on other current transportation services or projects in the unincorporated County areas resulting from this action. This amendment for the

The Honorable Board of Supervisors
April 28, 2005
Page 4

additional route to serve residents of East Los Angeles will not affect County personnel as Public Works is presently contracting for this service with the private sector.

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Acting Director of Public Works

AM

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Enc. 3

cc: Chief Administrative Office
County Counsel

AMENDMENT 2 TO CONTRACT NO. 001188
CONTRACT WITH ANTELOPE VALLEY BUS, INC., A COACH USA COMPANY
FOR SUMMER BEACH BUS SERVICE PROGRAM

W I T N E S S E T H

WHEREAS, Contract No. 001188 was entered into between the County of Los Angeles (County) and Antelope Valley Bus, Inc., a Coach USA Company (Contractor), on June 1, 2002, to provide bus transportation service for patrons of the unincorporated areas of Antelope Valley, Altadena, La Crescenta, Charter Oak, Topanga Canyon, City of La Cañada Flintridge, and the City of Los Angeles to Santa Monica Beach; and

WHEREAS: This Contract was amended on April 20, 2004, to add service to the Santa Clarita area, and

WHEREAS: This Contract will expire on May 31, 2007; and

WHEREAS: The parties desire to provide the New Service as defined below for additional summer beach bus service under this Contract to residents of East Los Angeles; and

WHEREAS: The County desires to add the service beginning June 25, 2005, for a period of one year. The service may be extended for an additional year, at an annual cost not to exceed \$18,000; and

WHEREAS: The Contractor is willing to provide the additional service.

NOW, THEREFORE, in consideration of these facts and payment to be made by the County, the County and the Contractor agree that Contract No. 001188 between them shall be amended as follows:

FIRST: The parties agree to amend the Contract to add the East Los Angeles service (the "New Service") on an annual basis beginning on June 25, 2005, through September 5, 2005, at such time and place specified along the established operating route as shown in Exhibit A. The County will determine the exact days of service for the following year approximately 60 calendar days prior to the first day of operations in that year.

SECOND: That the Contractor shall be compensated for the New Service at the rate of \$425 for a 40-passenger coach bus and at the rate of \$489 for a 53-passenger coach bus, not to exceed an annual amount of \$18,000. The Contractor shall utilize a 53-passenger coach bus as a primary vehicle to serve the specified route and, if needed, provide additional vehicles to serve the specified route.

FOURTH: All other prices, terms, conditions, requirements, and specifications of the original Contract and prior amendments shall remain in effect.

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IN WITNESS WHEREOF, the Contractor has caused this Amendment No. 2 to Contract No. 001188 to be executed by its duly authorized officers, and by the County this ____ day of _____, 2005.

COUNTY OF LOS ANGELES

By _____
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

ANTELOPE VALLEY BUS INC.,
A COACH USA COMPANY

By _____
Mr. David G. Dwight, President

AGREEMENT FOR THE PROVISION OF SUMMER BEACH BUS SERVICE

THIS AGREEMENT, made and entered into this ____ day of _____, 2005, by and between the County of Los Angeles, hereinafter referred to as "County," and the City of Santa Clarita, hereinafter referred to as "City":

W I T N E S S E T H

WHEREAS, County and City agree that it is in the public interest to provide transportation service for residents of the City to the Santa Monica Beach area, hereinafter referred to as "Service"; and

WHEREAS, County proposes and City wishes to accept County's proposal to administer the Service in consideration for payment by City to County of City's proportional share of the operation costs of the Service, allowing credit for the fares paid by riders who board or exit the bus in the City, provided that the City's net share of costs shall not exceed 50 percent of the total operating cost, and for the further payment by the City to the County of 50 percent of the total joint marketing costs of the Service.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained to be kept and performed by the parties hereto, County and City agree as follows:

- (1) County shall administer an agreement ("Service Agreement") with a third party contractor ("Contractor") to furnish Service to persons boarding in City area, hereinafter specified, at such time and place specified along the established operating route as shown in Exhibit A. Such Service shall be provided on any operating day or days during the term of this Agreement.
- (2) The term of this Agreement shall commence on June 1, 2005, and end on May 31, 2007. The operation of the Service for the first year shall be on every Wednesday and Saturday commencing on Saturday, June 18, 2005, through Saturday, September 3, 2005, and on Labor Day, Monday, September 5, 2005. The County will determine the exact days and dates of Service for the second year approximately 60 calendar days prior to the first day of operation in that year.
- (3) City agrees to allow County to provide Service and to designate County as the lead agency.
- (4) City and County have cooperatively established Service route and schedules within County's available transportation capacity. If it is determined that Service may be improved by revisions to scheduling, vehicle assignment, or areas served, City and County may plan, and County may institute, such changes upon mutual consent within this Agreement.

- (5) County shall charge a base fare of \$3 per round trip and a reduced fare for the elderly (62 years and older) and persons with disabilities of \$1.50 per round trip. Fare revenues shall be retained by County or its contractor to partially fund operating costs.
- (6) City also agrees to pay upon receipt of a claim from County, and documentation thereof, the actual per-ride cost of each ride provided to City patrons less actual cash fares collected from City patrons, provided that City's total net obligation shall not exceed 50 percent of the total operation cost of Service. The per-ride cost shall be calculated based on County's actual monthly operating cost divided by the total one-way ridership. County's monthly operating costs shall consist of the costs of providing, operating, and maintaining vehicles, drivers, dispatchers and other necessary personnel, and insurance based on County records.
- (7) City also agrees to pay, upon receipt of a claim and documentation provided by County, 50 percent of the total joint cost of marketing Service. Joint marketing costs will be for any mutually agreed upon marketing effort that is intended to reach residents of both City and County. Marketing costs for efforts aimed solely at City residents or solely at County residents will be borne by the jurisdiction whose residents are the target of the independent marketing effort. The cost of the joint marketing efforts shall not include either City staff or County staff time spent in the joint marketing efforts.
- (8) County shall submit a claim for payment along with documentation of claim in the form and number required by City for Service provided at the completion of each term of Service. Subject to acceptance and approval by City, payment will normally be made within 30 calendar days of approval.
- (9) That if City's payments, as set forth in Section 8 above, are not delivered to County's office, which will be described on the billing invoice prepared by County, within 30 calendar days after the due date of said invoice, County is entitled to recover interest thereon from the date of the invoices at the rate of interest specified in the current General Service Agreement executed by the parties to this Agreement.
- (10) That if City's payments, as set forth in Section 8 above, are not delivered to County's office, which will be described on the billing invoice prepared by County, within 30 calendar days after the due date of said invoice, notwithstanding the provisions of Government Code, Section 907, County may satisfy such indebtedness, including interest thereon, from any funds of City on deposit with County without giving notice to City of County's intention to do so.
- (11) City shall review all project billing invoices prepared by County and report in writing any discrepancies to County's Director of Public Works, or their designee, hereinafter referred to as "Director," within 30 calendar days. Undisputed charges shall be paid by City to County within 30 calendar days of receipt of

invoice. Director will review all disputed charges and submit a written justification detailing the basis for those charges within 30 calendar days of receipt of City's written report. City shall then make payment of the previously disputed charges or submit justification for nonpayment within 30 calendar days.

- (12) Notwithstanding any other agreement between the parties and the provisions of Government Code Section 895, et seq., except for the City's payment obligations in Sections 5-11 above, the sole recourse of the parties against each other in case of liability or injury relating to this Agreement shall be a claim against the Contractor based on the Service Agreement.
- (13) County or City may terminate this Agreement at any time during its term upon 30 calendar days' (or a shorter period if mutually accepted by both parties) prior written notice to the other party without further liability. City agrees to pay its share of the cost of Service up to the point of termination within 30 calendar days of receipt of an acceptable invoice from County.
- (14) County shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by the Contractor's failure to perform under the Service Agreement or by forces of nature, fire, strike, loss of funding, or commandeering of materials, products, plants, or facilities by the government when satisfactory evidence thereof is presented to City.
- (15) Joint marketing may use any media subject to review by City and County. All promotional material specifically disseminated to City or County areas shall include the following: "This Service is financed through funds provided by the County of Los Angeles and the City of Santa Clarita."
- (16) This Agreement is by and between City and County and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association as between City and County. This Agreement is not intended to benefit any third parties.
- (17) County will provide access to daily ridership logs (i.e., drivers' and dispatchers' logs) or other operational records for Service deemed necessary by City and will provide copies thereof upon specific request by City. County will report City ridership to City at the end of each summer season. County will keep records of all operating costs of Service in accordance with strict accounting procedures. All reportable (as defined by law) accidents involving Service equipment or personnel while operating with City passengers shall be immediately reported to the City's Transit Manager, or their designee. County will maintain such operating and fiscal records as necessary to comply with the Los Angeles County Metropolitan Transportation Authority's Proposition A requirements and procedures and will maintain all records on file for a minimum of three years following the term of this Agreement.

IN WITNESS WHEREOF, the parties here to have caused this Agreement to be executed by their duly authorized and respective officers as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

CITY OF SANTA CLARITA

By _____
Mayor

ATTEST:

By _____
City Clerk

By _____
City Attorney

AGREEMENT FOR THE PROVISION OF SUMMER BEACH BUS SERVICE

THIS AGREEMENT, made and entered into this ____ day of _____, 2005, by and between the County of Los Angeles, hereinafter referred to as "County," and the City of La Cañada Flintridge, hereinafter referred to as "City":

W I T N E S S E T H

WHEREAS, County and City agree that it is in the public interest to provide transportation service for residents of the unincorporated La Crescenta area and residents of the City to the Santa Monica Beach area, hereinafter referred to as "Service"; and

WHEREAS, County proposes to administer the Service and to bill City for the actual cost of City's portion of the Service including County's marketing, monitoring, and administration costs.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained to be kept and performed by the parties hereto, County and City agree as follows:

- (1) County shall administer an agreement ("Service Agreement") with a third party contractor ("Contractor") to furnish Service to persons boarding in City area, hereinafter specified, at such time and place specified along the established operating route as shown in Exhibit A. Such Service shall be provided on any operating day or days during the term of this Agreement.
- (2) The term of this Agreement shall commence on June 1, 2005, and end on May 31, 2007. The operation of the Service for the first year shall begin on June 24, 2005, through Labor Day, September 5, 2005, at such time and place specified along the established operating route as shown in Exhibit A. The County will determine the exact days and dates of Service for the second year approximately 60 calendar days prior to the first day of operation in that year.
- (3) City agrees to allow County to provide Service and to designate County as the lead agency.
- (4) County and City have cooperatively established Service route and schedules within County's available transportation capacity. If it is determined that Service may be improved by revisions to scheduling, vehicle assignment, or areas served, County and City may plan and County may institute such changes upon mutual consent within this Agreement.
- (5) County shall charge a base fare of \$1.00 per one-way ride and a reduced fare of \$0.50 cents per one-way ride for the elderly (62 years and older) and persons with disabilities. Fare revenues shall be retained by County or its subcontractor to

partially fund operating costs in addition to the subsidy provided by City under Section 6 below.

- (6) City agrees to pay, upon receipt of claim and documentation provided by County, City's share of total costs of Service. City's share of total actual cost, including subcontractors' charges and County's administrative charges, less fares collected, shall be based on the number of riders who board or exit the bus in City in proportion to the total ridership.
- (7) County shall submit a claim for payment along with documentation of claim in the form and number required by City for Service provided at the completion of Service. Subject to acceptance and approval by City, payment will normally be made within 30 calendar days of approval.
- (8) That if City's payments, as set forth in Section 6 above, are not delivered to County office, which is described on the billing invoice prepared by County, within 30 calendar days after the due date of said invoice, County is entitled to recover interest thereon from the date of the invoices at the rate of interest specified in the General Service Agreement executed by the parties to this Agreement currently in effect.
- (9) That if City's payments, as set forth in Section 6 above, are not delivered to County office, which will be described on the billing invoice prepared by County, within 30 calendar days after the due date of said invoice, notwithstanding the provisions of Government Code, Section 907, County may satisfy such indebtedness, including interest thereon, from any funds of City on deposit with County, without giving notice to City of County's intention to do so.
- (10) City shall review all project billing invoices prepared by County and report in writing any discrepancies to County's Department of Public Works, or their designee, hereinafter referred to as "Director," within 30 calendar days. Undisputed charges shall be paid by City to County within 30 calendar days of receipt of invoice. Director will review all disputed charges and submit a written justification detailing the basis for those charges within 30 calendar days of receipt of City's written report. City shall then make payment of the previously disputed charges or submit justification for nonpayment within 30 calendar days.
- (11) Notwithstanding any other agreement between the parties and the provisions of Government Code Section 895, et seq., except for the City's payment obligations in Sections 5-11 above, the sole recourse of the parties against each other in case of liability or injury relating to this Agreement shall be a claim against the Contractor based on the Service Agreement.
- (12) County or City may terminate this Agreement at any time during its term, upon 30 calendar days' prior written notice to the other party without further liability. City

agrees to pay its share of the cost of Service up to point of termination within 30 calendar days of receipt of invoice from County.

- (13) County shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by Contractor's failure to perform under the Service Agreement or by forces of nature, fire, strike, loss of funding, or commandeering of materials, products, plants, or facilities by the government when satisfactory evidence thereof is presented to City.
- (14) Joint marketing may use any media subject to review by City and County. All promotional material specifically disseminated to City or County areas shall include the following: "This Service is financed through funds provided by the County of Los Angeles and the City of La Cañada Flintridge."
- (15) This Agreement is by and between City and County and is not intended and shall not construed to create the relationship of agent, servant, employees, partnership, joint venture, or association as between City and County. This Agreement is not intended to benefit any third parties.
- (17) County will provide access to daily ridership logs (i.e., drivers' and dispatchers' logs) or other operational records for Service deemed necessary by City and will provide copies thereof upon specific request City. County will report City ridership to City at the end of each summer season. County will keep records of all operating costs of Service in accordance with strict accounting procedures. All reportable (as defined by law) accidents involving Service equipment or personnel while operating with City passengers shall be immediately reported to the City's Transit Manager, or their designee. County will maintain such operating and fiscal records as necessary to comply with the Los Angeles County Metropolitan Transportation Authority's Proposition A requirements and procedures and will maintain all records on file for a minimum of three years following the term of this Agreement.
- (18) This Agreement shall be construed in accordance with and governed by the laws of the State of California. This Agreement was drafted by both parties and any ambiguity shall not be construed against either party.
- (19) This Agreement and the incorporated references of the Service Agreement fully express all understanding of the parties concerning all matters covered and shall constitute the total Agreement. Except as may otherwise be provided herein, not addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by parties.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized and respective officers as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

CITY OF LA CAÑADA FLINTRIDGE

By _____
Mayor

ATTEST:

By _____
City Clerk

By _____
City Attorney